IN THE HIGH COURT OF JUDICATURE
AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.2671 OF 2007
IN
SUIT NO. 3605 OF 2007

R.S.Rajiwdekar ...Plaintiff
Vs.
M/s.Kalpavruksha Investor Services & Ors. ...Defendants

Mr.M.Janardhanan for Plaintiff
None for Defendant

CORAM: SMT. ROSHAN DALVI, J.
DATED: 19TH OCTOBER, 2007

P.C.

1. The suit is filed by the Plaintiff for recovery of shares, debentures and bonus shares purchased by the Defendants out of the finance provided by the Plaintiff and in the alternative for recovery of Rs.19,17,003/- towards the share price with interest at the rate of 18% p.a thereon. This Notice of Motion is taken out for appointment of Court Receiver in respect of the residential flat of the Defendants and for an order of injunction restraining the Defendants from transferring, alienating, disposing off or creating third party rights in the said flat.

2. The flat is not the suit property. Hence, Court Receiver in respect of the flat cannot be appointed. The Plaintiff's claim which is essentially a monetary claim in respect of the purchase of the shares may be protected pending the suit by the order of injunction which the Plaintiff has prayed for.

3. The Writ of summons has been served upon the Defendants by the Sheriff's Bailiff on 24th January, 2007. Affidavit of service of Writ of Summons is already been filed on 22nd March, 2007.

4. This Notice of Motion also been taken out, which shows the signatures of the Defendants which are identical to the signatures of Defendants 1,2 and 3 in the original writ of summons annexed to the affidavit of service filed by the Plaintiff on 22nd March, 2007. Consequently it is seen that the Notice of Motion is served upon the Defendants 1,2 and 3 by personal service.

5. The Plaintiff's Advocate presses for reliefs against Defendants 1,2 and 3 only.

6. Under the aforesaid circumstances the Notice of Motion is made absolute in terms of prayer clause (a) against

Defendants 1,2 and 3.

(SMT. ROSHAN DALVI, J.)